THE HON'BLE MR JUSTICE S.ANANDA REDDY

Writ Petition No.8173 of 2005

16-08-2005

Between:

M.Ravinder Rao

... PETITONER

AND

1.The Chairman & Managing Director, A.P. Transmission Corporation Ltd., Khairatabad, Hyderabad and others.

.....RESPONDENTS

THE HON'BLE MR JUSTICE S.ANANDA REDDY

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Writ Petition No.8173 of 2005

ORDER:

This writ petition is filed aggrieved by the order passed by the third respondent rejecting the claim of the petitioner for being absorbed in terms of B.P.Ms.No.36, dated 18.05.1997.

According to the petitioner, he worked as a contract labour with Mr.N.V.L.Narasimha Rao, who is a Contractor with APSEB and the same is supported by a service certificate issued by the Contractor stating that the petitioner worked under him as a Contract Labour from 01.01.1996 to 30.02.2000 in connection with six agreements specified therein. The said service certificate was attested not only by the Additional Assistant Engineer, Operation, APSEB, Madnoor but also attested by the Additional Assistant Engineer, A.P.Transco, Gandhari. The attestation made by the Additional Assistant Engineer, A.P.Transco, Gandhari shows that the petitioner worked under above referred Contractor only with reference Agreement No.7 of 1996 which is not referred in the service certificate. Therefore, the case of the petitioner was rejected on the ground that the petitioner has not worked during the relevant point of time as claimed by him and accordingly, the rejection order was passed on 08.01.2005.

The learned counsel for the petitioner, however, contended that the third respondent did not consider the claim of the petitioner in proper perspective and did not make necessary verification of the records. Therefore, the impugned order is liable to be set aside.

The learned Standing Counsel appearing for the respondent-Corporation contended that as per the service certificate issued by the Contractor, the petitioner did not execute any work with reference to Agreement No.7 of 1996. Therefore, there is no merit in the claim

of the petitioner in view of the attestation of the Additional Assistant Engineer. The learned Standing Counsel also contended that there is a clear difference between the certificate issued by the Contractor and the attestation made by the Additional Assistant Engineer, A.P.Transco, Gandhari. Therefore, the third respondent is justified in rejecting the claim of the petitioner.

Heard both sides and considered the material on record.

As per the service certificate, the petitioner worked under the above Contractor in connection with six agreements, out of which, three agreements are for 1996-1997 and the remaining agreements are for 1998-2000. Admittedly, the first three agreements relating to 1996-97 were executed at Gandhari. Though these agreements are required to be attested by the official concerned, the authority who attested the service certificate had referred to a totally different agreement which was not referred in the service certificate. Therefore, there is inconsistency with the claim basing on the service certificate itself.

In view of inconsistency, the third respondent is justified in rejecting the claim of the petitioner for being absorbed in terms of B.P.Ms.No.36 dated 18.05.1997.

The writ petition is accordingly dismissed as devoid of merit. No costs.

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16.08.2005

VGB